facilities likewise provisioned by the collocator for use in the expanded interconnection service.

Company designation of the supporting structures employed for connecting modules is necessary to the efficient use and allocation of CO space. The use of Company-approved technicians provides assurance that Telephone Company facilities are protected while leaving the ultimate selection of installer personnel to the discretion of the collocator.

Dark Fiber Interconnection

The Designation Order requires LECs to specify whether their expanded interconnection tariffs permit a collocator to interconnect to LEC-provided dark fiber service in the same manner as DS1/DS3 service. BellSouth's dark fiber service is offered as a point-to-point arrangement between customer designated premises. Dark fiber does not go through the main distribution frame or other CO equipment, in contrast to provisioning requirements for DS1/DS3 services. Moreover, cross-connects for DS1/DS3 are electrical connections, while dark fiber is provided without

Designation Order, para. 38(a).

BellSouth Telecommunications, Inc., Tariff F.C.C. No. 1, Section 7.2.10. The Commission has declined to consider whether collocator space represents a customer premise to which dark fiber may be connected without employing a cross-connect element. Designation Order at n. 111.

electronics. On the basis of these distinctions, BellSouth has no plans to provide dark fiber to collocated areas.

Channel Assignment

During the planning process the collocator is asked to specify the interface level desired and to provide a five-year forecast of service requirements. Using this information, BellSouth installs, dedicates and pre-wires facilities between the collocator point of interface (network interface) and the DSX panel. The collocator controls cross connects at the point of interface. When individual DS1 and DS3 services are ordered, BellSouth establishes cross connect(s) in the DSX bay which connect the DS1/DS3 to the proper equipment and location within the LATA. This procedure enables BellSouth to offer prompt service to the EIS/VEIS arrangement.

When a customer orders a special access service which interfaces at the customer location at the same level as the channel purchased, BellSouth will assign facilities within its network to the point of interconnection and provide physical termination information to the customer on the design layout record (DLR). (This interface arrangement is shown on Appendix B). When a customer orders a special access service which interfaces at a level higher than the

This result is consistent with the Commission's earlier pronouncements in the dark fiber proceeding. <u>See</u> Commission's Reply to US West's Writ of Mandamus regarding its Section 214 application to discontinue dark fiber service.

purchased service, the customer must provide BellSouth with circuit facility assignment information.

It is necessary for BellSouth to retain assignment control in order to maintain accurate inventory of its facilities and equipment.

BellSouth is doing no more than exercising control of its network. To the extent that collocators are complaining that they cannot complete the design of their circuits until they receive the DLR, this circumstance is not unique to collocation. It is true for any access customer. For example, an interexchange carrier must await the DLR to complete the design of its circuit. It must also be recognized that a DLR will be provided within 3 days for a DS1 cross-connect and 4 days for DS3 cross-connects. These intervals do not impose an unreasonable delay or burden on interconnectors.

As noted, BellSouth treats expanded interconnection as any other access service. For providing this service, BellSouth uses existing mechanized systems. To the extent the Commission requires BellSouth to depart from existing methods or procedures, BellSouth may incur additional costs which would have to be recovered through appropriate charges.

Warehousing

BellSouth's tariff contains no specific limitations respecting the amount of interconnection space which can be

held for future use by a collocator or the duration of such possession. Section 20.5.3(C)(8) requires a collocator to relinquish unoccupied space in order that such space may be used to meet service needs of the Telephone Company.

Nevertheless, a collocator may avoid forfeiture under this provision if space is occupied and employed in rendering interconnection services within thirty (30) days after receiving notice from BellSouth of the latter's intention to reclaim.

Termination Provisions

BellSouth's tariff for expanded interconnection service permits termination of the collocation arrangement by the Telephone Company for failure of the collocator to correct a tariff violation or defective condition after notice by the Telephone Company (§ 20.5.3(C)(9), § 20.7.4), for failure of the collocator to occupy allocated space after notice by the Telephone Company of the latter's need for such space (§ 20.5.3(C)(8)) or following substantial destruction of the interconnection floor space through fire or other casualty not attributable to collocator negligence (§ 20.10(G)(4)).

Termination under §20.5.3(C)(9) or § 20.7.4 requires written notice to the collocator of the violation/defective condition and subsequent failure by the collocator to institute remedial measures within fifteen (15) days.

Termination under § 20.5.3(C)(8) can be effectuated thirty (30) days after notice of the Telephone Company's need for

unoccupied space is given to the collocator. A termination based upon substantial destruction of the interconnection floor space under § 20.10(G)(4) requires the Telephone Company to advise the collocator of its intent to terminate service within ninety (90) days after occurrence of the loss, which notice will specify a date for termination not more than sixty (60) days subsequent to the date of notice.

Collocators are not required to provide any specific notice to the Telephone Company of their intention to terminate service. Following termination, collocators have thirty (30) days in which to remove equipment from the interconnection floor space pursuant to § 20.7.5(A).

The above provisions achieve an equitable balancing of the rights of collocators and BellSouth. The right to terminate service for defective conditions or tariff infractions is essential to the Telephone Company's ability to safeguard its employees, protect against damage or destruction of its facilities and minimize any loss of service revenue. At the same time, the requirement of 15 days' written notice protects collocators against any possible termination based upon minor infractions while affording ample opportunity to institute remedial measures in the case of more serious conditions. The Rules of Conduct attached to this Exhibit 6 as Appendix C specify responsibilities of collocator personnel with respect to

their activities within the CO and the types of offenses potentially leading to service termination.

Termination for Catastrophic Loss

As previously discussed, BellSouth is required to provide notice of its intention not to rebuild within ninety (90) days following a catastrophic loss. This period is considered the minimum necessary to conduct economic studies and reach a determination whether to rebuild, repair or relocate the affected CO. A lesser time would impair the LEC's ability to undertake a reasoned analysis of alternatives and so avoid potentially costly errors of judgment.

The Commission should reject any requirement that LECs provide alternative facilities within three to seven days after loss of interconnection space. In fact, such an obligation could not be met, given the substantial planning and construction activities needed to prepare modules.

Further, relocation to another CO will be governed by the availability of suitable space, while timing of the relocation will depend to some extent on the number of outstanding requests for collocation space then in process.4

BellSouth opposes the suggestion that it should bear financial responsibility for repairs/restoration of interconnection space damaged through fire or other hazard

In emergency conditions, the option of temporary Virtual collocation will be considered.

and should waive all charges associated with collocator relocation following a catastrophic event. Assuming no negligence by either party, collocators should accept these contingencies as normal business risks for which they are at liberty to obtain standard forms of insurance coverage. It would be inequitable to require BellSouth to insure a competitive enterprise against such losses, to which this Company is alike vulnerable.

Relocation Policy

BellSouth's tariff does not contemplate the relocation of interconnector equipment except in rare instances generally attributable to an emergency condition.

Relocation necessitated by abandonment of a CO is most improbable, given the expense BellSouth would incur through such action. In fact, abandonment is considered feasible only in those few instances where BellSouth possesses two adjacent buildings serving as a single CO. Likewise, the survey performed to identify available interconnection space incorporated projections of future BellSouth service needs; thus, no movement of collocator equipment should be necessary to accommodate BellSouth growth.

In the event of an emergency (e.g., fire in the cable vault) BellSouth will remove or relocate interconnection equipment if required to restore service. Should such a

¹ Designation Order, ¶ 54.

contingency occur, BellSouth will make reasonable efforts to inform the collocator.

Costs of relocation will be borne by the Company if necessitated by BellSouth service commitments or loss/damage attributable to negligence on the part of BellSouth. In all other cases relocation costs will be borne by the collocator.

Insurance Requirements

BellSouth's tariff requires collocators to maintain minimum coverage of \$25 Million in comprehensive general liability insurance. This is a conservative requirement, given the level of investment represented by those central offices where collocation is available. Moreover, a \$25 Million threshold is consistent with general commercial practice, the majority of firms (telecommunications and otherwise) having equivalent coverage or greater.

The tariff requirement of statutory workers compensation coverage and employers liability coverage with

To illustrate, of the 24 COs in Florida offering physical collocation, only two represent an investment value of less than \$25 Million while fifteen have investment values exceeding \$30 Million. Moreover, these embedded investment costs are substantially below the costs of actual replacement in today's market.

The 1992 Cost of Risk Survey published by the risk management industry indicates that of 14 telecommunications firms responding to the survey, only 3 had comprehensive general liability coverage of \$25 Million or less. The remainder (79%) carried insurance of \$26 Million or more. This trend was discernible in all industries surveyed, where 396 of 546 surveyed firms (73%) secured coverage of \$26 Million or more.

limits of not less than \$100,000 each accident/\$100,000 each employee by disease/\$500,000 policy limit by disease
likewise represents no significant obstacle to the
acquisition of expanded interconnection services. State law
mandates that virtually every employer must carry workers
compensation coverage either through a private insurer, a
state fund or (subject to state approval) self-insurance.
Employers liability coverage is offered in combination with
statutory workers compensation coverage under standard
policies; hence, BellSouth's requirement for such coverage
places no additional burden on interconnectors.

By comparison to these tariff requirements, BellSouth maintains umbrella/excess liability coverage with limits greater than \$100 Million, plus an "All Risk" property policy on a replacement cost basis insuring all real and personal property. BellSouth is a qualified self-insurer for workers compensation coverage in each of the nine states comprising its region.

Interconnectors permitted by state authority to selfinsure for workers compensation liability can likewise meet
the tariff requirement for such coverage through selfinsurance. BellSouth would also consider self-insurance as
a means for satisfying some portion of the requirement for
comprehensive general liability coverage. Such
determinations, dependent on indicia of financial soundness
provided by the interconnector, would necessarily be made on

a case-by-case basis; however, in no instance would

BellSouth consent to an interconnector's assumption of the

entire \$25 Million of liability per occurrence in lieu of

general liability coverage.

BellSouth's tariff requires coverage to be obtained from an underwriter having an A.M. BEST rating of B+ VI or higher. This provision is included to assure that coverage is procured from reputable carriers and to afford BellSouth reasonable protection against loss attributable to the financial insolvency of an insurer. The requirement allows considerable latitude in selection of a carrier, with over 60% of companies rated B+ or higher and 47% rated in a financial size category of Class VI or higher. Moreover, the same rating is employed by Marsh & McLennan, the largest insurance brokerage company in the world, in obtaining coverage for its clients, absent specific client approval to place business with a lower rated company.

BellSouth's exposure to loss commences with the arrival of a collocator at the CO. Accordingly, BellSouth requires insurance coverages to be in effect on or before the date of occupancy and to remain in effect until the departure of all collocator personnel and removal of collocator property from the CO. To evidence compliance with tariff requirements,

Pursuant to its own policies, BellSouth retains a maximum liability of \$2.5 Million per occurrence.

^{9 1992} Best's Key Rating Guide

collocators must submit certificates of insurance and/or copies of policies and endorsements in advance of interconnection site preparation and within thirty (30) days of each policy renewal. Such verification is routinely prepared and submitted by insurance agents, brokers and carriers and represents no undue burden on parties seeking physical collocation. **

Liability Provisions

Company for negligence or willful misconduct causing physical damage to collocator facilities/equipment or interruption/interference in the rendition of collocator's service. The collocator is likewise liable to BellSouth for damages occasioned by collocator's negligence or willful misconduct. Additionally, the tariff requires a collocator to indemnify BellSouth against claims or damages arising from collocator's occupancy of CO space and not attributable to Telephone Company negligence or misconduct. This provision is reasonable since the acquisition of interconnection space is at the collocator's option and for his benefit; and BellSouth should not be required to assume

BellSouth is prepared to accept a certificate of insurance alone in satisfaction of this requirement and to amend its tariff accordingly.

BellSouth Telecommunications, Inc., Tariff F.C.C. No. 1, Section 20.10(A).

greater risk of loss by virtue of the collocator's decision to occupy CO space.

BellSouth's liability terms for expanded interconnection arrangements are patterned after the general liabilities section of the interstate access tariff and reflect the same balance of Company and customer interests this Commission has long found acceptable.

Jurisdictional Considerations

At present BellSouth offers expanded interconnection service only in the interstate jurisdiction; thus all rates and charges applicable to EIS/VEIS arrangements will be billed in accordance with F.C.C. Tariff No. 1.

BellSouth intends to employ the ten percent rule at such time as intrastate expanded interconnection offerings are made available. The rule would have the same application to these arrangements as to other special access services: i.e., BIS/VEIS arrangements interconnecting with an intrastate special access service will be billed from the intrastate tariff. When 10% or more of traffic traversing such a facility is found to be jurisdictionally interstate, billing of EIS/VEIS rate elements will become subject to the interstate tariff, as will billing of the interconnected special access facility. Nonrecurring charges will likewise reflect the jurisdictional assignment of the EIS/VEIS arrangement. In the case of a shift, any NRCs associated

with conversion to the alternative tariff will be assessed pursuant to the terms of the new tariff.

Letters of Agency

BellSouth will accept a letter of agency (LOA) when processing an order for expanded interconnection service.

This includes the capability of billing charges to a customer other than the party ordering service. BellSouth does not offer split billing for an end to end service, which would generate significant problems in reporting service outages and processing credit adjustments.

Accordingly, BellSouth does not favor the suggestion that LECs be required to bill certain elements of an interconnection arrangement to customers with the remainder billed to the collocator. 12

Inspections

Provisions governing inspection of collocator space are contained in § 20.4.4 of the tariff. The right to conduct inspections without prior announcement is essential to BellSouth's ability to enforce the tariff and insure compliance with local regulations. Moreover, from time to time BellSouth may be required to provide access to fire marshals and other local authority desiring to inspect all areas of the CO, to include interconnection space. The current tariff provisions confer this right.

Designation Order at \P 72(c).

Since the need for inspection is primarily determined by individual circumstances (notably, prior compliance history of the interconnector) BellSouth did not establish special parameters to address frequency of inspection.

Moreover, such terms are not necessary to protect collocators, who have recourse to the Commission's formal and informal complaint processes should any LEC attempt to abuse the right of inspection.

Collocators have the right to be present for any inspection conducted by BellSouth, affording the parties an opportunity to resolve questions and disagreements expeditiously on site. The tariff contains no provision authorizing BellSouth to impose an inspection charge on collocators.

APPENDIX A

INSTRUCTIONS FOR COMPLETION OF THE BELLSOUTH EXPANDED INTERCONNECTION APPLICATION AND INQUIRY DOCUMENT

CUSTOMER'S PON - Enter the purchase order number assigned by your company, if applicable.

REFERENCE NUMBER - To be completed by BellSouth. This reference number will be provided to the customer when the inquiry is answered by BellSouth, and must be included in future references to this Expanded Interconnection application.

INQUIRY - Enter the date when the Application Fee and the Application and Inquiry Document are submitted. An inquiry must be submitted and processed for each Expanded Interconnection application. An Application fee must be submitted per request, per central office. The Inquiry Document and fees should be mailed to the address listed on Page 3.

REVISED INQUIRY - Enter the date a revision (to a previous inquiry) is submitted. A revised inquiry must be submitted if a change is required to any part of the Application and Inquiry document. Revisions to each entry on the inquiry document should be noted in the right margin with a "C", representing changes made to each line.

ISSUE NUMBER - The initial inquiry should be numbered issue 1. The first revision should be numbered issue 2. Subsequent revisions should be sequentially numbered.

- 1. CUSTOMER INFORMATION:
 - Enter the name and address of your company. Enter the Access Customer Name Abbreviation (ACNA), if known (Provided by BellCore or BellSouth). Enter the name, telephone number, and facsimile number of the person who prepared the application. A technical contact should be provided in item 10.
- TYPE OF INTERCONNECTION ARRANGEMENT REQUESTED:
 Check entry for your preferred Expanded Interconnection arrangement.
- DESIRED SERVICE DATE:

Enter the desired due date for completion of the Expanded Interconnection arrangement. For Physical, this should be the date that the interconnection space will be available for the customer to begin installation of transmission equipment. For Virtual, this should be the completion date for fiber equipment and transmission equipment installation.

4. REQUESTED CENTRAL OFFICE SITE:

Enter Central Office by street address, city and state and/or Common Language Location Identification Code (CLLI). (See the F. C. C. No. 4 National Exchange Carrier Association (NECA) Tariff or BellCore Practice BR 795-101-100 for central office information.)

- 5. FLOOR SPACE REQUIREMENTS:
 - Enter the number of modules being ordered for physical collocation. (Do not enter the total square footage.) Each module is 100 square feet.

INSTRUCTIONS

FOR COMPLETION OF THE BELLSOUTH EXPANDED INTERCONNECTION APPLICATION AND INQUIRY DOCUMENT

EQUIPMENT TO BE PLACED IN THE CENTRAL OFFICE:

Complete the table for each item of transmission equipment to be placed in the central office. Include spares and test equipment. The following central office transmission equipment is applicable for Expanded Interconnection arrangements:

- -Optical Line Terminating Equipment (OLTE)
- -DS3 to DS1 Multiplexing Equipment
- -3/1 Digital Cross-Connect Systems

For a Physical Expanded Interconnection application, complete columns 3, 4, 5, 6, and 7. For a Virtual Expanded Interconnection application, complete columns 1 though 7.

- 1. Quantity Enter the quantity of the equipment that you will be placing in the central office.
- 2. Rack No. Enter the rack number (shown in column 7) for mounting this equipment.
- Vendor/Manufacturer & Contact Number Enter the vendors name. Also enter the vendors telephone number, if known.
- 4. Model Enter the model number of the equipment, if applicable.
- Description Enter the functional description of the equipment.
- Power Requirements Enter the power requirements of the equipment. This should
 define type of power required (AC or DC), and the engineering load expressed in volts and
 amperes for each piece of equipment.
- 7. NEBS Compliance Does this equipment meet Bell Communications research Technical Reference TR-NWT-00063, Network Equipment-Building Systems (NEBS), Issue 4 and The National Electric Code requirements?

Enter a YES or NO. If NO, attach a separate document listing specific explanations for each equipment type and reasons for NEBS and/or Safety Code noncompliance.

Additional Information: Provide equipment vendor documentation and any unique characteristics of the equipment, such as weight, heat release, etc., if appropriate. Attach separate sheets, if needed.

7. REQUIRED FOR VIRTUAL:

A: EQUIPMENT RACK/BAY REQUIREMENTS:

Complete the table, showing the dimensions of the racks/bays to be installed in the central office for a Virtual Expanded Interconnection application.

B: INSTALLATION INSTRUCTIONS:

Provide interconnection drawings and any additional information that BellSouth may require to install the equipment in the central office.

Additional information - Indicate additional information which will aid BellSouth's understanding of the space requirements for the equipment to be placed in the central office. Additional information would include special needs; such as front and back access to equipment, doors on the storage units, aisle space requirements, etc.

8. EIS - OPTIONAL POWER REQUIREMENTS PER 100 SQUARE FOOT MODULE: Enter the quantity of additional power requirements, if applicable. Enter the quantity of emergency AC backup requirements. (Each 100 square foot module comes equipped with standard 48 volt DC power with battery back-up, central office ground and 110/208 volt AC power.)

INSTRUCTIONS FOR COMPLETION OF THE BELLSOUTH EXPANDED INTERCONNECTION APPLICATION AND INQUIRY DOCUMENT

9. NUMBER OF FIBER CABLES TO BE INSTALLED FOR THIS APPLICATION: Enter the number of cables required for this EIS or VEIS interconnection arrangement. Describe how each fiber cable will be provisioned. (Buried cable is cable buried in the ground, not placed in conduit. Aerial cable is cable mounted on pole lines above the ground. Underground cable is cable placed in a conduit system.) Enter the outside diameter of each fiber cable. Enter the number of fibers in each fiber cable. If more than one fiber cable is being placed, attach a separate sheet if the number of fibers and the dimensions of the cables differ. Additional information - Provide additional information about your cables or cable routing, if applicable.

10. TECHNICAL INFORMATION CONTACT:

Enter the name, telephone number, and facsimile number of the person BellSouth can contact regarding information entered in items 6 through 9.

11. FORECAST OF INTERCONNECT CAPACITY:

Complete the table. Enter the cumulative number of DS1 and/or DS3 interfaces anticipated to be in use at the end of each calendar year following establishment of the EIS/VEIS arrangement.

Additional Information: - Enter additional comments regarding the forecast information, if applicable.

12. FORECAST INFORMATION CONTACT:

Enter the name, telephone number, and facsimile number of the person BellSouth can contact regarding information entered in item 11.

13. BILLING INFORMATION:

Enter billing information. Provide name and address to receive bills for EIS/VEIS arrangements. Provide a contact name, telephone number and facsimile number.

14. ASSOCIATED SERVICE INQUIRY NUMBERS:

Enter Service Inquiry Numbers for EIS/VEIS Cross Connect orders, if known.

15. BELLSOUTH ACCOUNT EXECUTIVE:

Enter the name and telephone number of your BellSouth Account Executive.

Signature, title and date are required at end of the document. Each subsequent issue of the inquiry must also be signed.

The completed Application and Inquiry Document should be mailed to:

BellSouth Telecommunications, Inc. Collocation Coordination Center 3535 Colonnade Parkway Birmingham, Alabama 35243

Questions regarding this application should be directed to your Account Executive.

BELLSOUTH EXPANDED INTERCONNECTION APPLICATION AND INQUIRY DOCUMENT

	CUSTOMER'S PON_		
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BELLSOUTH EXPANDED INTERCONNECTION APPLICATION AND INQUIRY DOCUMENT

6. EQUIPMENT TO BE PLACED IN THE CENTRAL OFFICE:

For a Physical Expanded Interconnection application, complete columns 3, 4, 5, 6, and 7. For a Virtual Expanded Interconnection application, complete columns 1 though 7.

1	2	3	4		8	7
QUANTITY		VENDORMANU. & CONTACT #	MODEL	DESCRIPTION	POWER REQ	NEBS (B) YES NO
••••						
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Note A. Show rack number indicated in item 7 below.

Note B. Does this equipment meet Bell Communications Research Technical Reference TR-NWT-000063, Network Equipment-Building Systems (NEBS), Issue 4 and The National Electric Code requirements? Enter a YES or NO. (If NO, attach a separate document issuing specific explanations for each equipment type and reasons for NEBS and/or National Electric Code noncompliance.)

Additional information: Provide any unique characteristics of the equipment, such as weight, heat release, etc., if appropriate. Attach separate sheet to provide this information, if required.

7. REQUIRED FOR VIRTUAL:

A. EQUIPMENT RACK/BAY REQUIREMENTS

	RACK 1	RACK 2	RACK 3	RACK 4	RACK 5
WIDTH					
DEPTH					
HEIGHT					

B. INSTALLATION INSTRUCTIONS: Provide interconnection drawings, etc.

Additional information: include special needs, such as unique requirements for front and back access to equipment, doors on the equipment storage units, nonstandard sisle space requirements, etc. Provide information on separate attachment, if required.)

		FEED REQUIREMENTS AMP FUSE CAPACITY)		(Quantity) NO	
	ENCY AC BAC 5, 110/208 SING	XUP REQUIREMENTS ILE PHASE)	YES	(Quantity) NO	
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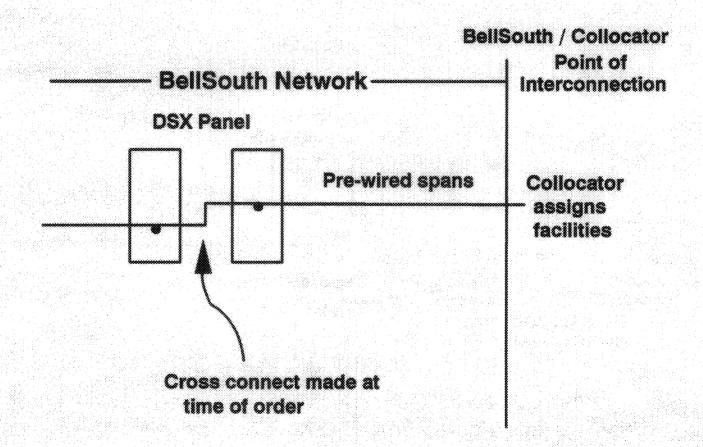
BELLSOUTH EXPANDED INTERCONNECTION APPLICATION AND INQUIRY DOCUMENT **BILLING INFORMATION:** 13. BILLING NAME _____ BILLING ADDRESS _____ CITY/STATE/ZIP BILLING CONTACT NAME: TELEPHONE NUMBER: _____ FACSIMILE NUMBER _____ LIST YOUR BILLING ACCOUNT NUMBERS FOR OTHER TELEPHONE SERVICE: ASSOCIATED SERVICE INQUIRY NUMBERS: 14 BELLSOUTH ACCOUNT EXECUTIVE: Name 15 Telephone Number APPLICANT CERTIFIES THAT EQUIPMENT IS IN COMPLIANCE WITH INDUSTRY STANDARDS AS DESCRIBED IN BELL COMMUNICATIONS RESEARCH TECHNICAL REFERENCE TR-NWT-00063. NETWORK EQUIPMENT-BUILDING SYSTEMS (NEBS), ISSUE 4 AND THE NATIONAL ELECTRIC CODE. I hereby certify that the equipment listed on page 2 of this document meets the industry standards for safety and compatibility. For equipment which is noncompliant with NEBS, attached is documentation which describes the equipment, and any exceptions or deviations from the above standards. Name: Signature:

The completed Application and Inquiry Document (BSTEI-1) should be mailed to:

BellSouth Telecommunications, Inc. Collocation Coordination Center 3535 Colonnade Parkway Birmingham, Alabama 35243 APPENDIX B

Exhibit 6 Appendix B

DIAGRAM



APPENDIX C